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 of America and Safeco Insurance  
 Company of Illinois*

**UNITED STATES DISTRICT COURT  
 DISTRICT OF NEVADA**

NILE LEATHAM, and THE ESTATE OF  
 MARIE LEATHAM-DAVIS,

Plaintiffs,

v.

SAFECO INSURANCE COMPANY OF  
 AMERICA, a foreign entity; SAFECO  
 INSURANCE COMPANY OF ILLINOIS, a  
 foreign entity; DOES I through X, inclusive; and  
 ROE CORPORATIONS I through V, inclusive,

Defendants.

SAFECO INSURANCE COMPANY OF  
 AMERICA, a foreign corporation; and SAFECO  
 INSURANCE COMPANY OF ILLINOIS, a  
 foreign corporation,

Counterclaimants,

v.

NILE LEATHAM,

Counterdefendant.

CASE NO.: 2:23-cv-01432-JCM-DJA

**STIPULATION AND ORDER OF  
 PARTIAL DISMISSALS PURSUANT  
 TO RULE 41(a)(1)(A)(ii)**

SAFECO INSURANCE COMPANY OF  
AMERICA, a foreign corporation; and SAFECO  
INSURANCE COMPANY OF ILLINOIS, a  
foreign corporation,

Third-Party Plaintiffs,

v.

ROBERT DUCKWORTH, a Nevada Citizen; and  
ELIZABETH F. MCINTYRE, a Nevada Citizen,

Third-Party Defendants.

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiff and Counterdefendant NILE LEATHAM (“Nile”), Plaintiff THE ESTATE OF MARIE LEATHAM (the “Estate”) (collectively “Plaintiffs”), and Defendants and Counterclaimants SAFECO INSURANCE COMPANY OF ILLINOIS (“SICI”) and SAFECO INSURANCE COMPANY OF AMERICA (“SICA”) (collectively “Safeco,” and with collectively with Plaintiffs, the “Parties”) hereby stipulate to dismiss the following claims and counterclaims with prejudice.

Rule 41(a)(1)(A)(ii) provides:

**Rule 41. Dismissal of Actions**

(A) VOLUNTARY DISMISSAL.

(1) *By the Plaintiff.*

(A) *Without a Court Order.* Subject to Rules 23(e), 23.1(c), 23.2, and 66 and any applicable federal statute, the plaintiff may dismiss an action without a court order by filing:

(ii) a stipulation of dismissal signed by all parties who have appeared.

The only parties to have appeared in this action are the undersigned Parties. Pursuant to agreement between the Parties:

- Safeco agrees to dismiss all of its counterclaims (interpleader and declaratory relief) with prejudice.

- Plaintiffs agree to dismiss the portion of their contractual (breach of contract and declaratory relief) claims against Safeco arising out of either policy's third-party liability coverages with prejudice.
- Plaintiff Nile Leatham only further agrees to dismiss the portion of his extracontractual claims (bad faith and violation of statute) with regard to the policies' third-party liability coverages with prejudice.

Plaintiffs retain all claims against SICI, insofar as they pertain to any first-party coverages under the SICI Auto Policy. The Estate also retains all of its extracontractual claims against Safeco.

As a result of the foregoing and the dismissal of Safeco's claims against the Third-Party Defendants, no interpleader claim remains, and the interpleader scheduling conference should remain vacated. *See* (ECF No. 18). Each party shall bear its own fees and costs as it pertains to the dismissed claims.

Dated: January 11, 2023

BOWEN LAW OFFICES

CLYDE & CO US LLP

By: /s/ **Jerome R. Bowen**

By: /s/ **Lee H. Gorlin**

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*Attorneys for Defendants/Counterclaimants*

### **ORDER**

IT IS HEREBY ORDERED THAT:

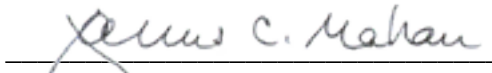
- All of Safeco's Counterclaims are dismissed with prejudice;
- All of Plaintiffs' contractual claims against Safeco arising from any third-party liability coverages under either Safeco Policy are dismissed with prejudice;
- Nile's extracontractual claims against Safeco arising from the third-party liability coverages are dismissed with prejudice.
- No other claims or portions of claims are dismissed herein.
- All Parties shall bear their own fees and costs pertaining to these dismissals;

1           6. With no interpleader claim remaining, the scheduling conference previously set for  
2           January 4, 2023, and vacated shall not be rescheduled;

3           7. Plaintiffs and Safeco shall conduct their Rule 26 conference within 14 days of entry of  
4           this Order, and submit a discovery plan to the Court within 30 days of entry of this  
5           Order.

6           IT IS SO ORDERED:

7  
8           DATED: January 12, 2024

  
UNITED STATES DISTRICT JUDGE

**CERTIFICATE OF SERVICE**

As an employee of Clyde & Co US LLP, I certify that a copy of the foregoing  
**STIPULATION AND ORDER OF PARTIAL DISMISSALS PURSUANT TO RULE  
41(a)(1)(A)(ii)** was served by the method indicated:

- ☐ **BY FAX:** by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m. pursuant to EDCR Rule 7.26(a). A printed transmission record is attached to the file copy of this document(s).
- ☐ **BY U.S. MAIL:** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada addressed as set forth below.
- ☒ **BY ELECTRONIC SERVICE:** submitted to the above-entitled Court for electronic service upon the Court's Registered Service List for the above-referenced case.
- ☒ **BY EMAIL:** by emailing a PDF of the document listed above to the email addresses of the individual(s) listed below.

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*Attorney for Elizabeth McIntyre*

Dated: January 11, 2024

/s/ Gina Brouse  
An Employee of Clyde & Co US LLP